

NORTH CAROLINA INDUSTRIAL COMMISSION  
RALEIGH, NORTH CAROLINA

RELEASE OF TORT CLAIM UNDER GENERAL STATUTE's 143-291 et seq.  
Kathleen Wilson, Plaintiff v. NCDHHS/Office of Chief Medical Examiner/I.C. File No. TA-23334

KNOW ALL MEN BY THESE PRESENTS, That I, for the sole consideration of \$63,568.37 to be paid by the State of North Carolina, the payment whereof being made under the provision of General Statutes 143-291 et seq., do hereby release and discharged and by these presents to for myself, ourselves, my, our heirs, executors, administrators and assigns release and forever discharge the North Carolina Department of Health and Human Services/Office of the Chief Medical Examiner, its officers, employees, servants, and agents, including but not limited to Jane B. Barwick, Dr. Jonathan Privette and Dr. Deborah Radisch, of and from any and all claims, demands, damages, actions, cause of action of whatever kind or nature, on account of an accident which occurred on or about the: 9<sup>th</sup> day of March 2011 and Defendant's discretionary decision not to do an autopsy. In consideration of this settlement, Plaintiff agrees to waive payment for her costs.

I also acknowledge and agree that all medical and/or chiropractic bills of any kind or nature whatsoever incurred by me as a result of injuries that I sustained in said accident have been paid or will be paid out of these proceeds and I agree to indemnify and hold harmless the parties released hereby from any claims by any person or entity seeking the recovery of unpaid bills for medical and/or chiropractic treatment provided to me. I further acknowledge that no lien by any third party exists on the proceeds of this settlement and I agree to indemnify and hold harmless the parties being released from any claims by any person or entity seeking the recovery of or enforcement of such liens.

I further hereby agree to indemnify and save harmless the released parties of and from any and all claims of any sort from any party claiming to be subrogated or to have any other type of legal or equitable claim to the proceeds or any part of the proceeds paid in exchange for this release. This indemnification extends to and includes indemnification from all costs and attorney fees that might be incurred as a result of such claim.

I understand that this release is made as compromise to avoid expense and to terminate all controversy and/or claims for injured or damages of whatever nature, known or unknown, including future developments thereof, in promise of a disputed claim, and it is therefore specifically agreed that this release shall be a complete bar to all claims or suit for injuries or damages of whatsoever nature resulting or to result from said accident. Plaintiff hereby agrees to file a Voluntary Dismissal with Prejudice of this action within 15 days of the receipt of the proceeds of this settlement.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand(s), this the 7<sup>th</sup> day of March, 2015.

[Signature]  
Witness  
1286 Bristol Ave Andrews NC 28701  
Address

APPROVED:

By: [Signature]  
Defendant's Attorney

[Signature]  
Claimant  
PO BOX 463  
Address Andrews N.C. 2890

APPROVED:

By: [Signature]  
Plaintiff's Attorney

The foregoing settlement agreement is approved, this the 10 day of April, 2015.

Robin M Cochran  
32 Main St  
Andrews NC 28701



[Signature]  
J. Brad Donovan, Deputy Commissioner